

Contract ID#:
DPW project#:



Department: COUNTY EXECUTIVE

**CF (Capital)
Contract Details**

Clerk item# **263-15**

SERVICE: FUNDING PROVISION

NIFS ID #: CFCE15000015 NIFS Entry Date: 4/13/15

Term: from Original execution to 5 years

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Agency Information

Vendor		
Name	Vendor ID#	Suffix#
LEVITTOWN PUBLIC SCHOOLS	116001703	
Address	Contact Person	
150 ABBEY LANE LEVITTOWN, NY 11520	Dan McCloy	
	Phone	
	571-4077	

County Department	
Department Contact	
Concetta A. Petrucci	
Address	
1550 Franklin Ave Mineola NY 11501	
Phone	
571-6691	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	County Executive	Draft agreement <input checked="" type="checkbox"/> NIFS Entry/Appvl <input checked="" type="checkbox"/>	6/4/15	Concetta A. Petrucci	
	DPW	Review IMA <input checked="" type="checkbox"/> NIFS Approval <input checked="" type="checkbox"/> SEORA: Type I <input checked="" type="checkbox"/> Type II <input checked="" type="checkbox"/>	6/4/15	Paul A. P.	
	OMB	Review IMA <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	6/11/15	Byron S.	
6/19/15	County Attorney	RE & Insurance Verification <input type="checkbox"/>	6/19/15	G. B.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
6/19/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/19/15		
	Legislative Affairs	Review IMA <input type="checkbox"/>	6/23/15	Concetta A. Petrucci	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
6/21/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	6/21/15	Clara	

Contract ID#:
DPW project#:



Department: COUNTY EXECUTIVE

Contract Summary

Description:

This item is an inter-municipal agreement (IMA) between the County of Nassau (the County) and the Levittown Public Schools.

Purpose:

The County will provide \$438,000.00 in Capital Funds to the Schools to procure equipment, goods and services necessary to install five paths at five at the various schools.

Method of Procurement:

Pursuant to Article 9, §1 of the NYS Constitution and Article 5-G of the General Municipal Law, the County may enter into intergovernmental agreements. This inter-municipal agreement is between the County and Levittown Public Schools

Impact on Funding / Price Analysis:

The county will commit \$438,000.00 in Capital Funds to support this project.

SEORA determination:

According to the inter-departmental memo provided by the Levittown Public Schools classifies this application as unlisted actions which will not result in any significant adverse environmental impact.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Index:	PWCAP CAP
Project:	99206
Project Dtl: (Leg Dist)	LD 15
Subobject:	
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$ 438,000.00
Other	\$
TOTAL	\$ 438,000.00

LINE	INDEX/PRJ/PRJDTL CODES	AMOUNT
1	PWCAPCAP/ 99206/ xxx	\$ 438,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 438,000.00

RENEWAL	
% Increase	N/A
% Decrease	N/A

Document Prepared
By:

Concetta A. Petrucci

Date: **4/14/2015**

NIFS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name		Name	Date 6/12/15
Date		Date	(For Office Use Only)
			E #:

RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE LEVITTOWN
UNION FREE SCHOOL DISTRICT IN RELATION TO A PROJECT TO
CONSTRUCT WALKWAYS, PATHS AND SIDEWALKS

APPROVED AS TO FORM

Deputy County Attorney

RECEIVED
COUNTY CLERK
2015 JUN 23 P 1:21

WHEREAS, the County of Nassau (the “County”) and the Levittown Union Free School District (the “District”) are authorized, pursuant to Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

~~WHEREAS, it is in the best interests of the County to share resources in the~~
undertaking of municipal improvement projects and other purposes through joint projects or programs with other municipalities and districts; and

WHEREAS, the District is interested in constructing or reconstructing walkways, paths and sidewalks at various school buildings in the District (the “Project”); and

WHEREAS, the County and the District believe it to be in the best interest of the taxpayers of their respective municipalities to authorize inter-municipal cooperation with respect to the mutual covenants set forth in the proposed Agreement, on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute the said agreement with the District, in relation to the aforesaid Project; and be it further

RESOLVED that pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County said Project is a "Type II Action" within the meaning of Section 617.5(c)(25) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

LINK TO:

~~ACTIVE~~

BALANCE (Y,M,Q,A) : A

FUNDING PERIOD :

CURRENCY CODE :

FISCAL MO/YEAR

: 06 2015 JUNE 2015

PROJECT END DATE:

PROJECT

: 99206 VARIOUS COUNTY PROJECTS

PROJECT DETAIL

CHARACTER

OBJECT

: X

FUND TYPE

FUND

SUBFUND

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
OA		CAPITAL PROCEEDS	45,000,000	22,576,735		-22,423,265
SA		STATE AID - REIMB		1,100,000		1,100,000
		REVENUE TOTAL	45,000,000	23,676,735		-21,323,265
OO		CAPITAL PROJECTS	45,000,000	18,952,877	7,606,787	18,440,335
AA		SALARIES, WAGES &		50,920		-50,920
AB		FRINGE BENEFITS		18,772		-18,772
HH		INTERFD CHGS - INT		23,492		-23,492
F1-HELP		F2-SELECT		F4-PRIOR	F5-NEXT	
F7-PRIOR PG		F8-NEXT PG				
		F9-LINK				
G014 - RECORD FOUND						



Nassau County Legislature
County of Nassau

INTERDEPARTMENT MEMO

TO: Concetta Petrucci
Director of Legislative Affairs
Office of the County Executive

FROM: Daniel J. McCloy
Chief of Staff for Law, Finance and Operations
Nassau County Legislature

DATE: May 29, 2015

SUBJECT: Community Revitalization Program ("CRP")
Inter-municipal Agreement ("IMA") with Levittown Public Schools - Paths

Enclosed please find an IMA between the County of Nassau and Levittown Public Schools ("Schools"), which has been executed by the Schools. Please also find a copy of the SEQRA determination submitted by the Schools. These are forwarded to you so that you may undertake the necessary routing of the IMA to insure that it will be submitted for legislative approval.

This is a project that will allow the Schools to construct or reconstruct walkways, paths and sidewalks, for which Legislator Dunne seeks funding under the CRP program. This IMA will enable the Schools to move forward to begin the requested project.

Thank you in advance for your efforts on behalf of Legislator Dunne and the residents of Levittown. If anything further is required with regard to processing these documents please feel free to contact me at 571-4077.

Daniel J. McCloy
Chief of Staff for Law, Finance and Operations
Nassau County Legislature

HAND DELIVERED

enclosures (2)

cc: Hon. Dennis Dunne, Sr.
Legislator – District 15
Nassau County Legislature (no enclosures)



Board of Education
Levittown Memorial Education Center
Levittown, NY 11756

SCHEDULED

Meeting: 05/19/15 07:30 PM
Department: Business & Finance
Category: Proclamation
Prepared By: William Pastore
Initiator: William Pastore
Sponsors:

RESOLUTION (ID # 1757)

DOC ID: 1757

SEQRA Type II- Projects Funded by Nassau County

Recommended Motion: "WHEREAS, the Board of Education of the Levittown Union Free School District is entering into an inter-municipal agreement with the County of Nassau in connection with a Project to install paths, build bleachers and repair sidewalks at various school buildings in the District (the "Project"); and

WHEREAS, the Project is subject to classification under the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, the replacement, rehabilitation or reconstruction of an existing structure or facility, in kind, on the same site, is classified as a Type II Action under the current Department of Environmental Conservation SEQRA Regulations (Section 6 N.Y. C.R.R. 617.5(c)(2)); and

WHEREAS, the SEQRA Regulations declare Type II Actions to be actions that have no significant impact on the environment and require no further review under SEQRA; and

WHEREAS, the Board of Education, as the only involved agency, has examined all information related to the Project and has determined, in connection with its review and examination of the Project, that the Project is properly classified as a Type II Action pursuant to SEQRA Regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby declares itself as the lead agency in connection with the requirements of SEQRA; and

BE IT FURTHER RESOLVED, that the Board of Education hereby declares that the Project is a Type II Action, which requires no further review under SEQRA; and

BE IT FURTHER RESOLVED, that the Board of Education hereby authorizes the transmission of an official copy of this Resolution to the New York State Education Department in connection with the District's application for approval of the Project."

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND
LEVITTOWN PUBLIC SCHOOLS
IN RELATION TO INTER-MUNICIPAL COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and the Levittown Public Schools, having its principal offices at 150 Abbey Lane, Levittown, NY 11756 (the "District").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the District to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York; and

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes; and

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest; and

WHEREAS, it is desirable for the County and the District to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the District each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the District, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the District will undertake a project to: (i) install a path from Summit Lane to the Division Avenue High School track; (ii) install a path from MacArthur High School to its parking lot; (iii) install a path from MacArthur High School to its track; (iv)

install a path at Gardiners Avenue Elementary School; (v) install bleachers at the baseball fields at both Division Avenue and MacArthur High Schools; and (vi) repair the sidewalk at the athletic fields on Wantagh Avenue ("Project"). The District represents and warrants that it has completed its review of the project pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations evidencing its SEQRA compliance.

Section 4. The County shall provide FOUR HUNDRED AND THIRTY-EIGHT THOUSAND dollars (\$438,000.00) ("Funds") to the District for the purchase of goods and services in connection with the Project. Payment shall be made to the District in arrears and on a reimbursement basis and shall be contingent upon (i) the District submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The District shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project

Section 6. The District shall accept full ownership, liability, and maintenance responsibilities for the Project. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with the project, except as provided in Section 4 herein.

Section 7. Regardless of whether required by Law (as defined herein), the District shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The District shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The District shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the District shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the District is bound by and shall comply with the terms

of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The District shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The District shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the District or any agent of the District in the maintenance and control of the project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
 - b) The District shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the District's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the District shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
-
- c) The District shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.
 - d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the District, or between the District and any officer, employee, servant, agent or independent

contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

Section 13. This Agreement represents the full and entire understanding and agreement between the County and the District with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.
- b) The undersigned representative of the District hereby represents and warrants that the undersigned is an officer, director or agent of the District with full legal rights, power and authority to sign this Agreement on behalf of the District and to bind the District with respect to the obligations enforceable against the District in accordance with its terms.

IN WITNESS WHEREOF,

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

LEVITTOWN PUBLIC SCHOOLS

By Tonie McDonald Date 5/20/15
Superintendent

Print Name Tonie McDonald

EXECUTE in BLUE INK.

COUNTY OF NASSAU) ss.:
)

Walter P. Ford

HELEN P FREUND
Notary Public - State of New York
No. 01FR6110353
Qualified in Nassau County
My Commission Expires May 24, 2016

ss.:
COUNTY OF NASSAU)

NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified

M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records

shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for

immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In

addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive

Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.